

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH DAKOTA
SOUTHERN DIVISION

FILED
OCT 04 2005
[Signature]

VICKI L. HANSON,

Plaintiff,

vs.

METROPOLITAN LIFE INSURANCE
COMPANY,

Defendant.

Civil No. 05-4186

COMPLAINT

The Plaintiff Vicki L. Hanson, by and through her counsel, Cutler & Donahoe, LLP, for her Complaint against Defendant Metropolitan Life Insurance Company, states and alleges the following:

PARTIES

1. Plaintiff Vicki L. Hanson ("Hanson") is a resident of the state of South Dakota.
2. Defendant Metropolitan Life Insurance Company ("MetLife") is an insurance company registered to do business in the State of South Dakota and organized under the laws of the state of New York.

JURISDICTION

3. The Court has jurisdiction over this matter pursuant to 28 USC § 1331. This action arises under the laws of the United States.

VENUE

4. Venue is predicated upon 28 USC § 1391(b) as the events, acts and omissions giving rise to the claims occurred within the boundaries of the Southern Division of the United States District Court for the District of South Dakota.

SUBSTANTIVE ALLEGATIONS

5. Hanson realleges Paragraphs 1 through 4 of this Complaint as if fully set forth herein.

6. Hanson was previously employed in the position of “project manager” at Citigroup (commonly known as “Citibank”), a large employer in Sioux Falls, South Dakota.

7. While employed at Citigroup, Hanson was a participant in an employee welfare benefit plan (hereinafter the “Plan”) providing long-term disability (“LTD”) benefits. This plan was governed by the Employee Retirement Income Security Act of 1974, as amended, 29 USC § 1001, *et seq.* (“ERISA”), and insured by MetLife.

8. Hanson brought a claim for LTD benefits under the Plan, and MetLife initially approved the claim, resulting in the payment of LTD benefits to Hanson for a period of time.

9. MetLife subsequently terminated Hanson’s LTD benefits, and she appealed the termination.

10. On appeal, MetLife upheld its decision to terminate Hanson’s LTD benefits, and Hanson filed suit against MetLife.

11. Hanson and MetLife subsequently entered into a Reinstatement Agreement whereby MetLife agreed to pay Hanson the sum of \$80,554.32, representing

LTD benefits for the period November 25, 2002, through August 4, 2005, in the amount of \$63,949.00, and attorney's fees and costs in the amount of \$16,605.32. A true and correct copy of the Reinstatement Agreement is attached hereto as Exhibit A.

12. MetLife further agreed pursuant to the terms of the Reinstatement Agreement to cause Hanson's claim for LTD benefits to be subject to regular claim administration status under the Plan effective August 4, 2005.

13. To date, MetLife has failed to pay Hanson \$11,406.00 for LTD benefits. Furthermore, MetLife has failed to cause Hanson's claim for LTD benefits to be subject to regular claim administration status under the Plan effective August 4, 2005, resulting in monthly LTD benefits due from August of 2005 to the present in the amount of \$1,901 each month, plus any applicable cost of living adjustment.

14. Despite repeated requests, MetLife has failed to pay Hanson the remaining sum of \$11,406.00 for LTD benefits, and it has failed to cause Hanson's claim for LTD benefits to be subject to regular claim administration status under the plan, in violation of the Reinstatement Agreement and the Plan.

15. As a result of MetLife's failure to pay Hanson's benefits, she has sustained damages in an amount to be proven at trial.

WHEREFORE, Hanson requests judgment against MetLife as follows:

1. For \$11,406.00 for LTD benefits due under the Reinstatement Agreement;
2. For monthly LTD benefits from August of 2005 to the date of Judgment;
3. For appropriate equitable relief to redress any future violations;
4. For costs, disbursements and attorney's fees;
5. For interest as provided by law; and

6. For any other and further relief which the Court determines is just and proper.

Dated at Sioux Falls, South Dakota, this 4th day of October, 2005.

CUTLER & DONAHOE, LLP
Attorneys at Law

A handwritten signature in black ink, appearing to read "M. Bornitz", is written over a horizontal line.

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